

TOWN COUNCIL

October 26, 2016

TO: Ron Van Winkle, Town Manager

FROM: Essie S. Labrot, Town Clerk/Council Clerk

Essie S. Labrot

The Town Council at its meeting held on October 25, 2016 referred the following Resolution
Authorizing the Town Manager to Execute a Public Highway Easement to Town Plan and Zoning.

WHEREAS the West Hartford Housing Authority presented a site plan application to the Town concerning for a mixed-use development project located at 612-620 New Park Avenue; and

WHEREAS an easement allowing an expanded sidewalk permitting pedestrian passage along the property between the street line and the building facade was required as a condition of approval of the site plan;

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF WEST HARTFORD THAT the Town Manager is hereby authorized to accept and execute an easement in favor of the Town of West Hartford from Trout Book Realty Advisors, Inc. in substantially the form attached hereto.

Attachment: Easement

cc: Pat Alair, Corporation Counsel
Kimberly Boneham, Deputy Corporation Counsel
Mark McGovern, Director of Community Services
Kevin Ahern, Chairman Town Plan and Zoning Commission
Todd Dumais, Town Planner



TOWN OF WEST HARTFORD 50 SOUTH MAIN STREET
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PUBLIC HIGHWAY EASEMENT

Know all men by these presents that **TROUT BOOK REALTY ADVISORS, INC.**, a nonstock nonprofit charitable corporation organized and existing pursuant to Chapter 602 of the Connecticut General Statutes, having an address at 80 Shield Street, West Hartford, CT 06110 (hereinafter "Grantor"), who is the owner of property known as 616 New Park Avenue in West Hartford, Connecticut, for good and valuable consideration received to his full satisfaction of the **TOWN OF WEST HARTFORD** (hereinafter referenced as "Grantee"), does hereby grant unto the said Grantee, its successors and assigns forever an easement, for such purposes as a public highway may be ordinarily used, in, over, under, upon and across the property of the Grantor. Said easement area and its particular permitted uses being more particularly described as follows:

Beginning at a point in the Easterly line of New Park Avenue, said point being the Northwestern corner of land now or formerly of Bernard Bodine and the Southwesterly corner of the within described easement, as shown on a map entitled "Property Survey Depicting Lot Line Revisions, Prepared for West Hartford Housing Authority, #612-620 New Park Avenue, West Hartford, Connecticut, Date: 10/8/2015, Scale: 1"=30'", by the office of Harry E. Cole & Son. Thence running N25-28'-40"E, along New Park Avenue, 457.16 feet, thence S64-31'-20"E, along land now or formerly of OS Realty Group, LLC, 10.0 feet; thence S25-28'-40"W, along remaining land of West Hartford Housing Authority, 461.56 feet to the closing line; thence N40-46'-44"W, along the closing line and land now or formerly Bernard Bodine, 10.92 feet to the point or place of beginning.

To have and to hold above granted rights, privilege and authority unto the said Grantee, its successors and assigns forever, to its own proper use and behoof.

It being further understood and agreed by and between the parties hereto that:

1. It is a condition of the granting of this easement that the Grantee shall maintain the sidewalk installed within the easement area pursuant hereto in good repair and shall repair or replace any damage caused to the Grantor's property by the installation, operation, maintenance or repair of said sidewalk so long as this easement shall remain in existence but that routine snow and ice clearing, sweeping and other similar cleaning activities within the easement area shall be undertaken by the Grantor at his sole cost and expense.
2. The Grantee covenants to and does hereby defend, indemnify and hold harmless the Grantor from and against all claims and all reasonable costs, expenses and liabilities (including attorney fees) incurred in connection with all claims, including any action or proceedings brought thereon, arising from or as a result of the death of or any accident, injury, loss, or damage whatsoever caused to any natural person, or to the property of any person, as shall occur on or in connection with the use of the easement as a public highway, except to the extent caused by the failure of Grantor, its agents, servants or employees to perform routine snow and ice clearing, sweeping and other similar cleaning activities, or the negligence or willful act or omission of the Grantors or its agents, servants or employees.

[No further text on this page; signature pages follow.]

IN WITNESS WHEREOF, I have hereunto set my hand and seal this ____ day of _____, 2016.

Signed, sealed and delivered
in the presence of:

GRANTOR:
TROUT BOOK REALTY ADVISORS, INC.

STATE OF CONNECTICUT)

) ss.

, 2016

COUNTY OF HARTFORD)

Personally appeared _____, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed, before me

Notary Public

My Commission expires _____